

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
FOR THE TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

STATE OF TENNESSEE, *ex rel.*
ROBERT E. COOPER, JR., ATTORNEY
GENERAL and REPORTER,

Petitioner,

v.

AOL LLC, a Delaware limited liability
corporation,

Respondent.

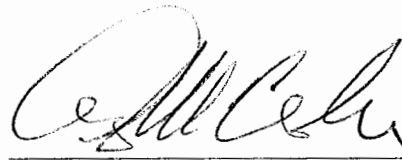
No. 07C1964

AGREED FINAL ORDER

This cause came to be heard on the State of Tennessee's Petition and the parties' Assurance of Voluntary Compliance, and the Court is of the opinion that the Assurance of Voluntary Compliance should be approved. It is therefore ORDERED, ADJUDGED, and DECREED as follows:

1. The Assurance of Voluntary Compliance annexed hereto and incorporated herein by reference is hereby made a part of this Order, and is approved;
2. Respondent shall comply with the terms of the Assurance of Voluntary Compliance unless rescinded by the parties or modified as provided in the Assurance and approved by this Court for good cause shown;
3. As required by the Assurance, Respondent shall pay the total sum of Three Million and 00/100 dollars (\$3,000,000.00) to the multistate working group. Tennessee will receive Forty Five Thousand and 00/100 dollars (\$45,000.00) to be distributed as follows:

- (a) Thirty Five Thousand Dollars (\$35,000.00) to the Tennessee's Attorney General's office for reasonable attorneys' fees and costs to be used for consumer protection purposes at the sole discretion of the Tennessee Attorney General;
 - (b) Five Thousand Dollars (\$5,000.00) to the State of Tennessee's General Fund; and
 - (c) Five Thousand Dollars (\$5,000.00) to the Tennessee Division of Consumer Affairs for its costs to be used for consumer education at the sole discretion of the Director of the Division of Consumer Affairs;
 - (d) Any additional money received by the Tennessee Attorney General will be for reasonable attorneys' fees and costs to be used for consumer protection purposes at the sole discretion of the Tennessee Attorney General.
4. Nothing in the Assurance shall be construed as a waiver of any private rights of any consumer/person;
5. Jurisdiction is retained by this Court for the purpose of enabling any party to apply for such further orders and directions as may be necessary or appropriate for the construction, modification or execution of this Assurance and Agreed Order;
6. This Agreed Order and the incorporated Assurance shall only be enforceable by the parties to this action;
7. Any knowing violation of the terms of an Assurance of Voluntary Compliance, unless it has been rescinded by agreement of the parties or voided by a court for good cause, shall be punishable by a civil penalty of not more than \$1,000.00, recoverable by the state for each violation in addition to any other appropriate sanctions.
8. Respondent waives any and all rights which it may have to be heard in connection with judicial proceedings upon the Petition; and,
9. Pursuant to Tenn. Code Ann. § 47-18-116, no costs shall be taxed against the State. Costs for filing this Assurance shall be paid by Respondent.

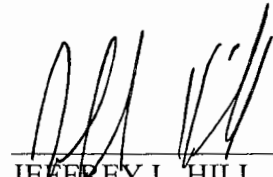


AMANDA MCCLENDON
Circuit Court Judge

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:


FOR THE STATE:

ROBERT E. COOPER, JR.
Attorney General & Reporter
B.P.R. No. 10934



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(615) 741-2614

FOR THE RESPONDENT:

A handwritten signature in black ink, appearing to read 'Tara L. Swafford', is written over a horizontal line.

TARA L. SWAFFORD

Attorney for AOL LLC

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